Tender documents for the Civil works (On Labour Base) For Project

RAS OFFICERS' CLUB

At

Plot No. 2, Institutional Area, Near Dainik Bhaskar office, Gopalpura Bypass, JAIPUR

Date and Time of submission of Tender at Directorate of Local Bodies, DLB, 22 Godown,

Near Civil lines railway Crossing, Jaipur : 22nd May, 2017 before 3.00 pm

Opening of Technical Bid : 22nd May, 2017 at 5.00 pm

Presentation & Opening of Financial Bids : 23rd May, 2017 at 1.00 pm

(At DLB, Jaipur)

Time of Completion: 11 Months

Following are the types of documents in a construction contract:

- 1. Project Detail
- 2. General conditions
- 3. Other Informations
- 4. Brief terms & Conditions
- 5. Appendix
- 6. Drawings and specifications
- 7. B.O.Q (bill of quantity)

PROJECT DETAILS

Labour Contract for complete Skeleton work of the proposed RAS Officer's Institute (Club house) building at Plot No. 2, Institutional Area, Near Dainik Bhaskar, Jaipur.

RAJASTHAN PRASHASHNIK SEVA PARISHAD, a registered society having a land measuring around 3270 sqm at Plot No.2, Institutional Area, near DAINIK BHASKAR is developing a RAS OFFICERS' INSTITUTE (CLUB HOUSE) building through RAS Officers' Institute(a registered society formed for the purpose of building and running this club house) who will act as the employer for the Project

This **CLUB HOUSE** building comprising of 2 Basement floors and 6 over ground floors (with the total built up area of approx. 1,20,000 sq.ft.) is supposed to house a number of facilities. It will be developed as a green complex with greenery around. The facilities include proper parking space at 2 basement and ground levels, coffee shop, indoor sports areas, outdoor sports areas, swimming pool, banquet hall, conference halls, guest rooms, restaurant, bar, roof top structures, Gym, health Club etc.

GENERAL CONDITIONS

In constructing these conditions and the interpretations, specifications, schedule of quantities and contract of agreement, etc. the following work shall have the meaning herein assigned to them except where the subject or context is otherwise required.

- (A) "Contractor" shall mean to whom the contract is awarded and shall include his / their legal representative (s), Assignees(s), or successor(s).
- (B) 'Site' shall mean the site of the contract work including any building and creations there on as aforesaid allotted by the "RASO'I / PMC / Architect" for the Contractor's use.
- (C) 'Notice in Writing or Written Notice shall mean a notice in written, typed or printed characters, sent (unless delivered personally to Contractor or his representative or otherwise proved to have been received through e-mail etc.) by the registered post to the last known private or business address and of registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- (D) 'Act of Insolvency' shall mean any act of insolvency as defined and laid down by the prevalent laws of the land .

1 "Contractor" to Provide Everything Necessary

- (i)A The "contractor" shall provide everything necessary for the proper execution of the works including tools and plants according to the intent and the meaning of the drawings, schedule of quantities and specifications taken together (as amended from time to time), whether the same any or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from, and if the "Contractor" finds any discrepancy in the drawings or between the drawings, schedule of quantities, and specifications, he shall immediately and in writing refer the same to the "RASO'I / PMC / Architect". Final decision would be considered as per RASO'I decision. Figures, dimensions shall be followed in preference to scale and the following order of precedence will be followed:
 - (A) Schedule of items/ works & quantities.
 - (B) Particulars of specification.
 - (ii) The "Contractor" shall supply, fix and maintain at his cost during the executions of any works, all the necessary centering, scaffolding, staging, planking, timbering, structuring, shoring, pumping, fencing, herding, watching and lighting by night as well as by day, required not only for proper execution and protection of the public and the safety of any adjacent road, street sellars, vaults, ovens, pavements, walls, house, buildings, surrounding utilities and all other erections, matters or things and the "contractor" shall take down and remove any or all such centering, scaffoldings, staging, planking, timbering, strutting, shoring etc., as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and things disturbed during the execution of work, to the satisfaction of the "RASO'I / PMC".
- **2**. **Eligibility Criteria**: Contractor who fulfill the following requirements shall be eligible to apply. Joint Ventures are not accepted.

Should have satisfactorily completed at least 3 Projects of half the size & Cost as mentioned below or one project of similar size and cost mentioned below during the last five years ending the last day of the month March 2017.

Similar nature of work means the construction of minimum Six storied building with RCC framed structure or a building having minimum height 15 meters with RCC framed structure (basement, mumty and machine room shall not count towards number of stories) with superior specifications. The Value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.

3 Contractor's Superintendence and Representative on the Works -

The "contractor" shall have necessary personal superintendence during the execution of the works, and as long thereafter as "RASO'I / PMC / Architect" or his representative may consider necessary until expiry of the 'Defects Liability Period' stated in the appendix which is annexed hereto as **Annexure-4** of the agreement. The "contractor" shall also, during the whole time that works are in progress, employ a **competent representative (who can also be the same person as the project engineer)** who shall be constantly in attendance at the building while the men are at work. Any directions, explanations, instructions or notices given by the "RASO'I / PMC / Architect" or his authorized representative to such representative shall be held to be given to the "contractor".

4 Assignment and Subletting

The whole of the work included in the contract shall be executed by the "contractor" and any part or share thereof or interest thereon without written permission of the "RASO'I / PMC" shall not be assigned or sublet. Any such assignment or subletting by the RASO'I / PMC shall relieve the "contractor" from the full and entire responsibility of the part so assigned or sublet.

5 Dismissal of Workman -

The "Contractor" shall on the request of the "RASO'I / PMC / Architect" or his representative immediately dismiss from the works any person employed thereon by him who may in the opinion of the "RASO'I / PMC / Architect", be incompetent or misconducts himself, and such person shall not be again employed on the works without the permission of the "RASO'I / PMC / Architect".

6 Variation not to Vitiate Contract & Ascertainment of price for extras etc.

The "RASO'I / PMC / Architect" will have power to make any alteration & omission from / addition to or substitution from the original specifications, drawings, and instructions, that may appear to him to be necessary during the progress of the work, and the "Contractor" shall carry out the work in accordance with any instruction which may be given to him in writing signed by the PMC/Architect, and such alternations, omissions, additions or substitutions shall not vitiate the contract and any altered, additional or substituted work, which the "Contractor" may be directed to do in the manner specified above as part of the work to be carried out by the "Contractor" on the same conditions in all respect on which he agrees to do the main work. In such an event, the time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work (only in case the changes are of a substantial nature).

The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions respective by –

(i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the "Contractor" is bound to carry out the altered, additional or substituted work at the same rates as are specified in the contract for the work.

- (ii) If the rates for the additional, altered, or substituted work are not specially provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work.
- (iii) If the altered, additional or substituted work includes any work for which rates cannot be derived from the similar class of work, in the contract, then such work shall be carried out at the rates as per RASO'I keeping in view the prevailing rates, mutually agreed based on the rate analysis including overheads and profit of the "Contractor"

7 Measurement of Works-

Measurements shall be taken in accordance with the standard method of mode of measurement of building works as per P.W.D. Rajasthan specification. The "Contractor" or his agent may at the time of taking measurement take such notes and measurement as he may require. All authorized extra works, omissions, and other items if subsequently authorized by the "RASO'I / PMC / Architect" or his authorized representative in writing shall be included in such measurement.

The "Contractor" shall submit running bills supported by details and after the completion of the work to the satisfaction of the "RASO'I / PMC / Architect" the "Contractor" shall forward the final bill in the same manner as explained above. No. claim shall be entertained in respect of work after submission of final bill by the "Contractor".

8 Notice to Be Given Before Work Is Covered Up.

The "Contractor" shall give not less than seven days' notice in writing to the Architect/ PMC Engineer in charge or his subordinates in-charge of the work before covering up or otherwise placing beyond the reach of measurement, any work that the same may be measured, and correct dimension there be recorded before the same is so covered up or placed beyond the reach. PMC Engineer in-charge shall within the aforesaid period of seven days inspect the work, and if any work is covered up or placed beyond the reach of measurement, or without such notice having been given or PMC's consent not obtained, the same shall be uncovered at the "contractor's" expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

9 **Defects after Completion**

Any defects, shrinkage, settlement or other faults, which may appear within the 'Defect Liability Period', arising in the opinion of the "RASO'I / PMC's engineer / Architect" of the materials or workmanship or specifications, drawings, and directions in the writing of the "RASO'I / Architect / PMC's" shall within such reasonable time as specified in writing be rectified, amended and made good by the "Contractor" at his own cost. The "RASO'I / PMC' engineer shall decide whether the "Contractor" ought to be paid for such amending and in case of default the "RASO'I / PMC" may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages, loss and expenses consequent thereon and incidental thereto shall make good and borne by the "Contractor" and such damages, loss and expenses shall be recoverable from him by the "RASO'I / PMC". This may be deducted by the "RASO'I / PMC" on PMC/Architect's certificate in writing, from any money due or that may become due to him (Contractor).

10 Certificate of Virtual Completion-

The work shall not be considered as complete until the PMC Engineer/ Architect have certified in writing that the works have been virtually completed and the defects liability period

shall commence from the date of such certificate. Such certificates of virtual completion shall not be issued until the "Contractor" shall have cleared the site to the satisfaction of the "RASO'I / PMC / Architect .

11 Date of Commencement and Completion

The "Contractor" shall be allowed admittance to the site in the 'Date of Commencement' stated in the Work Order, and he shall hereupon and forth with begin the work and shall regularly proceed with and complete the same on or before the 'Date of completion' stated in the appendix subject nevertheless to the provision for the extension of time hereinafter contained.

Starting of lower basement footing's PCC will be considered as date of commencement.

12 Damage for Non-Completion

If the "Contractor" fails to complete the works by due date or within any extended time under writing, the "Contractor" shall pay or allow the "RASO'I" the "Liquidated Damage" for the period during which the said works shall so remain incomplete and the "RASO'I" may deduct such damage at the of Rs. 10,000 per day subject to the maximum of 2% of contract value will be levied. However delays due to non-supply of working drawings, natural calamities like floods, heavy rains, earth quakes and bandh, curfew etc. will not be counted in delays.

13 Damages through Unforeseen Events.

No compensation for any damage caused to the work or material by "Contractor's" work force shall be paid to the "Contractor", the "Contractor" shall have to make good all such damages himself at his own cost.(except force majeure)

14 Termination of the Contract by the "RASO'I

On default of "Contractor" in execution of work to the satisfaction of "RASO'I / PMC / Architect" in all respects, the RASO'I shall have the right to terminate the contract after giving 7 days' notice.

15. Clearance of Site-

The "Contractor' shall have to remove debris related to his work from the site of work, before handing over the work to the "RASO'I / PMC". The work shall not be treated as completed in all respects unless this requirement is fulfilled by him. In the event of the "Contractor" failing to do so, the "RASO'I / Architect/ PMC" shall have the right to get site cleared, at the "Contractor's" risk and cost without prejudice to the right to recover damages under clause 12 of the contract.

16. LABOUR REGULATIONS:

16.1 REGULATIONS:

The contractor shall be wholly and solely responsible for full compliance of provisions under all labour laws and / or regulations including the latest requirements of all the acts, laws, any regulations or bye-laws or any local or other statutory obligation applicable in relation to the execution of the work as Payment of Wages Act 1936, employees liability act 1938, workmen's compensation act 1923, industrial disputes act 1947, the Maternity benefit act 1961, the contract labour (regulation and abolition) act 1970 and the factories act 1948, minimum wages act 1948, apprentices

act 1961, any other act including E.S.I.C. Act or enactment and rules framed there under from time to time, industrial employment, (standing order) act 1946 (amended), personal injuries (compensation insurance) act 1963 and any modification thereof and rules made there under from time to time, employees provident fund and miscellaneous provision act 1952, Owner's liability act 1938, or any modifications thereof or any other law relating thereto and rules there under for the time being in force introduced from time to time which may be applicable to employees of the contractor. The contractor shall assume liability and shall indemnify the owner from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the contract. Insurance cover towards the above shall be affected by the contractor as called for in clause 10. In general, in respect of all labour directly or indirectly employed in the work for the performance of contractor's part of the contract, the contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The contractor shall obtain a valid license under the contract labour (R & A) act 1970 and the contract labour (regulation and abolition) central rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work and shall pay the statutory fee, file returns, etc. in compliance under such Acts or any other Acts in force at that time..

16.2 PAYMENT OF WAGES:

The contractor shall pay to labour employed by him either directly or through subcontractors wages not less than the minimum wages as defined in the relevant local labour regulations or as per the provisions of Minimum Wages Act, 1948 or the contract labour (regulation and Abolition) act 1970 and the contract labour regulation and Abolition of central rules1971, wherever applicable and observe hours and conditions of labours according to the conditions established for the trade or industry or prescribed by regulations or order in force in the district where the work is carried out. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the work, as laid down by the concerned local authorities to which the organizations of Owners and trade union representatives or a substantial proportions of the Owners and workers engaged in the trade or industry in the district are affiliated. In the absence of such established rates and conditions the contractor shall pay rates or wages and observe hours and conditions of labour which are not less favorable than the general level of wages, hours and conditions observed in the trades or industries similar to those in which the contractor in engaged.

16.3 MODEL RULES:

The contractor shall at his own expenses comply with or cause to be complied with Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements, Malaria control, etc. for workers employed directly or indirectly on the work and in the workers hutment area including any temporary stay arrangement. In case the contractor fails to make arrangements as aforesaid, the owner shall be entitled to do so and recover the cost thereof from the contractor, without absolving the contractor from all or any consequences of his defaults.

17 CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS ETC:

The contract price includes expenses necessary to meet the contractor's obligations for making contributions towards employee benefits funds (such as provident fund, ESI benefits, old age pension and /or any other benefits/ compensation legally payable) in compliance with all the statutory regulations and requirements whether specifically mentioned here or not. All records in this connection shall be properly maintained by the contractor and produced for scrutiny by the concerned authorities, the Engineer-In-Charge, and the owner whenever called for.

18 Minimum Wages Act & Rules-

The "Contractor" shall comply with all the provision of /The Minimum Wages Act. The contract or shall, also comply with all the provisions of the P.W.D "Contractor's" Labour Regulations' made by the Government from time to time C.P.W.D., safety code framed from time to time as well as 'Model rules for the protection of health and sanitary arrangements for worker employed by the "Contractor" shall also from part of this contract. The contractor will follow all labour laws which are applicable in the state including provident fund rules. Contractor will ensure that in no case the RASO'I will have any responsibility about the workers/employees of the contractor. The RASO'I / PMC will also watch whether the contractor follows the all labour laws and other statutory Rules & Regulations of Govt. in this regards.

19 Possession Prior to Completion-

The "RASO'I / PMC" shall have the right to taking possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work completed in accordance with contract agreements.

20 Alternatives-

The "Contractor" is to quote for various alternative items of work described in the schedule of quantities. The "RASO'I / PMC" reserves the right to substitute the items in lieu of original items in the tender either in part or in full.

21 Record and documentation of test report-

- .a A proper record/ documentation of the test report daily signed by the "Contractor"/ PMC Team Leader /site engineer will be maintained by the PMC All test will be done in presence of the PMC site engineer.
- .b Record of reinforcement measured at site will also be maintained which will be checked and signed by the "Contractor" and PMC Engineer in Charge.

22 Taxes and Duties-

I. Income – Tax

Income Tax at the prevailing rate, on gross amount billed, shall be deducted from Contractor's bills as per relevant provisions of the income Tax .Act

II. Other Taxes

Contractor shall be fully and exclusively liable for all the statutory taxes, levies, cess etc. now in force and hereafter increases, or modified in respect of works and materials by central and state government authorized. And he shall be required to provide the

employer the proof of having deposited the taxes/fees of other government agencies involved.

No escalation shall be allowed on labour. Any New Taxes applicable at any stage on any works shall be to contractor's account. The contractor shall include in his rates statutory obligations of his labour such as ESI, PF, etc, if applicable and indemnify the RASO'l against the same.

- III. Service tax / GST if applicable shall be charged by contractor in the bills. It will be paid extra over rates quoted as mentioned in the tender by the contractor.
- Specification and drawing will be supplied by Architect. All specifications will be written on the respective drawings supplied. In case of any doubt regarding specification, Architect will be contacted and clarification sought by the "Contractor".

24 Safety Clause-

- I. During the Construction, the safety of workers / adjacent buildings / roads/ Public utilities etc. shall be total responsibility of "Contractor" and the "Contractor" shall be responsible for injury to persons or things and all structural damages to the property which may arise from the operation or neglect of the "Contractor's" employees, nominees, "sub-Contractor's" or their employees. Whether such injury or damages arises from carelessness, accident or any other causes whatsoever, in any way connected with the carrying out of construction pursuant to these present.
- II. The "Contractor's" shall indemnify and keep the owners harmless against any claims, demands, actions, proceedings that may be made against the "RASO'I / PMC/ Architect" or that may be suffered by the "RASO'I / PMC / Architect" by reason of anything done by the "Contractor" pursuant to said works.
- III. The "Contractor" shall obtain required insurance policies covering all such risks covering labour engaged by them.

24.1 SAFETY CODES:

In respect of all labour directly or indirectly employed on the work for the performance and execution of the contractor's work under the contract, the contractor shall at his own expenses arrange for all the safety provisions as listed in (i) Safety codes of C.P.W.D. and Bureau of Indian Standards, (ii) The Electricity Act, (iii) The Mines Act. and Regulations, Rules and Orders made there under and such other acts as applicable and herein specified or not.

Precautions as stated in the safety clause are the minimum necessary and shall not preclude the contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including but not limited to the contractor's labour, the owner's Engineer-In-Charge's ,architect's, owner's representative and or any member of the public or resulting in the death of any of these.

Protective gear such as safety helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his manpower at the site. The contractor shall impose such requirements on all sub-contractors and vendors also. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times

by all personnel working at the site during the term of the project. The owner and project manager / owner's representative shall each have the right to stop any person not wearing such protective gear from working on the site.

In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the owner shall be entitled to do so and recover the costs thereof from the contractor, the decision of the owner's representative in this regard shall be final and binding on the contractor.

25 Approximate Quantities-

The quantities given in the Bill of Quantities are approximate only and these quantities are liable to alterations by omissions, reductions or additions to any extent without affecting the rates or terms and conditions of the Contracts.

Cement, Steel, Grit, bricks etc. would be supplied free of cost to the contractor, on receipt at the site, the stock of all supplied material would be handed over to the contractor and it shall be the whole responsibility of the contractor to account for the same in Stock Register and put in Store. The cement & Steel would be reconciled at the end of the project as per standard procedure of PWD, B.S.R. Any wastage or brekage due to negligence of the Contractors shall be the liability of the Contractors to make it good

27 Reconciliation of cement

Theoretical value of cement would be calculated as per PWD, B.S.R. for cement consumption with acceptable variation from the theoretical value. Any increase in consumption above the acceptable limit would be charged as market value per bag at the time of certification of the final bill.

28 Reconciliation of steel

Reinforcement Steel: - Permissible Limits- 3% (Three percent only) of theoretical consumption as per the following breakup: - Invisible wastage: - @ 1%, Returnable wastage (Scrap):- 2%.

In case of excess consumption of materials used by the Contractor beyond the maximum allowable wastage limit, recovery shall be made at double (2.0 times) the prevailing market price (landed cost) at the time of certification of the final bill.

- Contractor will use a batching plant & Concrete Pump of required capacity for Concreting. However the contractor may use RMC of same mix of standard & reputed company. Contractor will use Steel Plates & Ply Shuttering for Beams, Columns, Slabs etc with Steel Supports & Scaffolding.
- The Rates Quoted in the Schedule of Quantities includes all Lead & Lift and are valid for all heights. No Extra payment will be claimed by the Contractor on this account.
- A detailed agreement will be executed between the RASO'I & the contractor at the time of issue of work order.
- 32. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation that may require and in general shall themselves obtain all necessary information as to the risks, contingencies and other circumstances which may influence or

affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspect it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

Other Information:

- 1) The bid document can be downloaded from the RASO'I website <u>www.rasassociation.com</u> , free of cost.
- 2) Bidders shall have to submit their offers in two separate envelopes.
- 3) The sealed cover within the main cover should contain:
 - (a) Qualification, Credentials, Earnest Money Deposit clearly superscribed "Packet A"
 - (b) Financial bid clearly superscribed "Packet B".

The "Packet A "should contain -

- a) Details of the Bidder, Contact Address, email, phone, Fax.
- b) Documents in support of the eligibility criteria for this bid.
- c) Bidders to provide indemnity bond stating that they are not blacklisted by any Govt. Authority/Agency.
- d) EMD by way of Demand Draft drawn in favour of "RAJASTHAN PRASHASNIK SEVA PARISHAD" payable at JAIPUR for an amount of Rs. 2,00,000/-.
- e) Copies of PAN Card, Service Tax Registration, PF/ESI Registration, etc.
- f) Bids not supported with EMD shall be summarily rejected.

The "Packet B "should contain -

Only the financial bids of bidders eligible as mentioned above will be opened. Financial bids of the bidders failing to eligibility criteria will not be opened.

Financial Bid shall be submitted in as per given BOQ – considering the requirement of approximately 1,20,000 Sqft. The total slab area, excluding the area to be developed for landscaping, etc.

The item rate labour contract as per the BOQ attached.

The rates shall be written properly both in figures and the words, in case of any discrepancy will consider the lowest rate as the final

> The Contractor shall be required to make a detailed presentation of his company profile, , past record of timely completion, Quality maintained, list of T & P owned by him , qualification & experience of engineering staff, work plan for the project as well as his similar past experience on the basis of which he will be evaluated on QCBS basis.

Last Date for Submission of the Bid: 22nd, May 2017 before 3:00 pm at the address given below. Technical Bids will be opened in presence of Construction Committee of RASO'I on 22nd May, 2017 at 5.00 pm & Financial Bid will be opened on 23rd May, 2017 at 1.00 PM in presence of the Construction Committee at the address given below:

Directorate of Local Bodies, DLB Meeting Hall, 22 Godown, Near Civil Lines Railway Crossing, Jaipur

RASO'l reserves the right to cancel any or all of the offers or the bidding process without assigning any reason, whatsoever.

Annexure -4

BRIEF TERMS & CONDITIONS

1	Project Multi-storied Club House – Near Dainik bhaskar office, Jaipur (2 Basement + Ground + 5 Floors + Structures on Terrace) Total Gross BUA: 1,20,000 Sqft (approx.)	
2	Scope of work – Complete Structural and Civil Work as per the BOQ Enclosed	
3	Type of Contract –Labour rate contract.	
3.01	The Contractor shall note that unless otherwise stated, the Contract is strictly on Labour rate basis contract.	
3.02	The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account	
3.03	Rate Only Items / Alternatives The "Contractor" is to quote for various alternative items of work described in the schedule of quantities. The "RASO'I and its representatives" reserves the right to substitute the items in lieu of original items in the tender either in part or in full.	
3.04	Material shall be provided by RASO'l at site.	
3.05	Electricity and water shall be provided free of cost by "RASO'I" at work site at one point.	
4	SUFFICIENCY OF RATES	
4.1	The Contractor shall be deemed to have satisfied himself before contracting as to the correctness and sufficiency of his contract for the works and of the prices stated in the schedule of quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.	
4.2	The Rates Quoted in the Schedule of Quantities includes all Lead & Lift is valid for all heights. No Extra payment will be claimed by the Contractor on this account	
4.3	The rates shall include all taxes, duties, Excise Duty, Octroi, Cess, at prevailing rates except the Service Tax / GSTwhich will be borne by the RASO'I. The increase in taxes and duties in future will be the liability of the contractor.	
4.4	Rates are fixed for the duration of the project and no escalation shall be allowed for variation in price on labour, diesel, freight, taxes, octroi, any duty, levies etc. Any Excise duty / duties if applicable at any stage on any works shall be to contractors account. Service tax if any should be indicated separately at the end of the total. The contractor shall include in his rates statutory obligations on his labour compliance such as ESI, PF, etc, if applicable.	

4.5	The rates shall be inclusive of: The rates quoted in the Contract shall include all charges for clearing of Site before and after commencement, fencing, hoarding, Plant and equipment, storage sheds, watching and lighting on all days and all other erections.		
4.6	The rates quoted shall be deemed to be for the finished work to be measured at Site and include the rate for protection of the finished items.		
4.7	TDS at prevailing rates on the gross value of each running bill will be deducted at source. Worker's compensation is to be borne by the contractor himself.		
	Manpower Resources		
5	That all the labour, staff, supervisors and engineers will be provided by the contractor for the construction purpose. The engineering staff to be provided by the contractor will be a Project manager (Civil Engineer having 10 to 12 years' experience of multi-storied building having 20meter height) and the adequate nos. of supervisors / foremen which would be jointly agreed. Before commencement of any work, detailed construction schedule to be submitted by the contractor for the same. And in case of deviation from that schedule, recovery measures and revised schedule to be provided by him every time. BBS to be provided by contractor for every work and after approval of it only reinforcement work will start at site.		
6	That all the staff members, labour, workers, supervisor, engineers, operators etc. will be the employee of contractor itself, and will not be in any way treated as an employee of RASO'I / PMC. Thus, there will be no RASO'I / PMC – Employee relationship or any payment liabilities accruing thereof.		
	Tools & Plants		
7	All tools, plants, machinery etc shall be arranged by the contractor. The list of the same to be submitted by the contractor with the tender.		
	Plant & Machinery (to be finalized in consultation with PMC)		
	Contractor will use the following plants (List is indicative only, detail to be provided by the contractor. If required the nos should be increased)		
	A batching plant of requisite capacity to be installed at site & Concrete Pump of required capacity for Concreting.		
	Material hoists at the site		
	Steel bar bending & Shearing Machines – 2 nos.		
	Adequate pumps for the distribution of the water.		
8	All others misc equipment/plant/machinery/tools & plants – list to be provided by the contractor & to be jointly agreed with Client.		
	Shuttering material – adequate material to achieve the average casting cycle of 30 days / floor as broadly defined below:		
	Slab & beam bottom – 1.5 floors with suitable staging material		
	Columns shuttering – suitable shuttering for 1/4 th floor		
	Scaffolding – As per the construction schedule		
	Cube Moulds - minimum 12 nos.		
	Compression Testing Machine (CTM)		
	Slump Cone		

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9	Shuttering/Staging/Scaffolding Material
	Contractor will use the following material for the shuttering / staging / scaffolding :
	Steel Plates/plywood shuttering for slabs & Chhajjas,
	Ply Shuttering for Beams
	Steel / plywood shuttering for Columns.
	Steel Staging material
	Scaffolding material – cup- lock / H frames
	The use of ballies will not be allowed at the site.
10	Quality control & Assurance
	The contractor shall take required steps for quality control by establishing the laboratory at the site having facilities/equipment. Concrete testing including calibrated CTM (compressive strength testing machine).
	The relevant IS codes, CPWD specifications (in the same preference order) will be applicable for all the works. All expenses related to quality control shall be borne by the contractor successful bidder. However if it is found that the quality control measures are not being taken up properly then same shall be taken up by the RASO'I / PMC and cost so incurred shall be recovered from the bill.
	Construction Period
11	Time is the essence of the contract. The construction period of the work shall be 11 Months from the date of commencement of the PCC of foundation Work as per schedule attached herewith.
	(Note – All these milestone dates are the latest dates by which these activities should start & finish. However contractor can pre- pone the activities if as per his schedule the activities needs to be started earlier to achieve the handing over dates).
12	Damages That all the damages caused by the accident or the carelessness of the workmen, or any material are wasted or is misused by the workmen, will be to the account of the contractor, who shall make good the same.
13	Penalty for the delay
	In case of delay in completion of Project in stipulated period of completion of 600 days as mentioned above, a penalty of Rs. 10,000 per day subject to the maximum of 2% of contract value will be levied.
	However delays due to non-supply of working drawings, natural's calamities like floods, heavy rains, earth quakes, strikes, bandh, curfew etc. will be considered and the suitable extension will be given.

ENVIRONMENTAL HEALTH AND SAFETY

The Contractor acknowledges and agrees that they will exercise the overall co-ordination of safety and environmental matters relating to the Project including those affecting the Contractor's personnel. The Contractor further acknowledges that the Engineer in Charge / Project Manager shall have the right to instruct direct or take any action deemed necessary to ensure that the Environmental Health and Safety issues are met. This does not relieve the Contractor of its responsibilities relating to its personnel or the Works.

The Contractor must at all times exercise all necessary precautions for the safety of all persons on the Site, members of the public who may be affected by the Works and the protection of the environment.

Minimum Safety Requirements

- Proper working platfrom shall be provided for working at height more than 2.0m / 6'6". Harnesses and personal protective equipment must be used as a last resort.
- All persons working on suspended scaffolds/cradles/gondolas must wear and use appropriate fall prevention equipment so as to protect them effectively at all times when they are at risk from any failure of any part of the scaffold/cradle/gondola, including its suspension system.
- Free-standing scaffold towers used externally must not be higher to the top platfrom level than three times the minimum base dimension, unless secured to a permanent structure. For internal use only, the height to platfrom may rise to 3.5 times the minimum base dimension. Wheels must be locked when towers are in use. No person is permitted to remain on a tower platfrom while a tower is being moved.
- Holes, Openings, Shafts and edges from or through which persons could fall a distance
 of more than 2 Meters / 6ft 6in must be clearly marked with signage or other means
 and be adequately protected by covers or barriers so as to prevent falls of persons and
 materials.
- All temporary electrical circuits must be through proper power outlets fixed on the walls on boards. All the wires should be, no include a Residual Current Device, Earth Leakage Circuit Breaker or Ground Fault Circuit Interrupter at source.
- Hoists must have a competent driver, certified by a qualified third party. Additionally, the above items must be connected through plug tops. No loose wire to be inserted in the sockets.
- Adequate lighting must be provided to enable safe access to and egress from every place on a site where persons are liable to work; this is in addition to task lighting.
- All the entry and exit points shall be protected.
- Nets to be used at appropriate floors to prevent the debris fall.

RA Bills

The bills shall be paid either monthly or subject to a minimum amount of Rs. 10,00,000.00 lacs. Seventy Five (75%) percent of the bill amount shall be paid within Seven working days after submission of verified bills. Balance payments shall be made within next seven days after getting verified bill from PMC

Security deposits shall be deducted @ 5 % from each Running bill. 50% of this S.D. will be refunded after satisfactory completion of works and balance after the expiry of "Defects Liability Period" of 2 Years

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17	In case the work is temporarily suspended by the "RASO'I" due to reasons beyond his control, adequate extension in completion period may be considered but no financial damages will be paid to the "contractor".	
18	In case work is abandoned by the "Contractor", the security money shall be forfeited by the "RASO'I and its representative" after giving 7 days notice by registered post. The work done by him will be measured & finalized & balance left over work will be awarded by the RASO'I / PMC to some other contractor at the risk & cost of the contractor who left the work incomplete.	
19	In case any dispute or difference should arise between the parties, whether in respect of work done or in respect of quality of material used by the contractor or delay in completion of work or any other matter arising out of works or relating to the specifications, designs, drawings, orders during the progress of the work or after the completion or abandonment thereof or any matter arising out of the agreement shall be referred to President, RASO'l who shall act as the sole arbitrator. In doing so, he shall pay special heed to the advice of the Architect.	
20	The contractor will not divert the funds/payments released for the project to the other project. The statement should be provided briefing the detail of major transactions done for the project whenever asked for.	

The documents including annexure have been read by us and fully understood by us.

Annexure -5

Appendix

1.	Date of commencement	Within 07 days of work order
2.	Time of completion	11 months from Date of commencement
3.	Liquidated damages for non- completion of work in time per day	Rs. 10,000 /- per day subject to the ceiling of 2 % of contract value
4.	Minimum interval between submission of interim bill	One Month -
5.	Minimum value of works for interim certificate	Rs.10,00,000 /- (excluding cost of cement & steel)-
6.	Maximum period of payment of interim bills	15 (fifteen) days from the date of submission of bills/ 75 % within 7 working days, remaining with in next 7 days after verification of bill -
7.	Period of submitting the final bills	Within one month of the completion -
8.	Payment of S.D.	50 % on satisfactory completion of the work, remaining amount after defects liability period -
9.	Defects liability period	Two year from the date of completion of the work.





















